



Commonwealth of Virginia  
Virginia Information Technologies Agency

**MICROSOFT SELECT SOFTWARE PRODUCTS**

**Optional Use Contract**

Date: July 31, 2003

Contract #: VA-020409-DELL

Authorized User: State Agencies and Public Bodies

Contractor: Dell Marketing, L.P.  
One Dell Way  
Plaza 35A, Box 7007  
Round Rock, TX 78682

FIN: 74-2616805

Contact Person: (for quotes and ordering)  
See pages 3 – 5 for appropriate sales representative for State & Local Gov't, K-12 & Higher Education  
Sales representatives, and their contact information.

Discount: 17.7% off Estimated Retail Price List

Term: April 9, 2002 – April 8, 2004

For Additional Information, Please Contact:

Contract Compliance Information:  
Mrs. T. J. Hudson  
Contracts Administrator  
Phone: 804-371-5971  
E-Mail: [tj.hudson@vita.virginia.gov](mailto:tj.hudson@vita.virginia.gov)  
Fax: 804-371-5969

Technical Information:  
Ann Sells  
Contract Officer  
Phone: 804-371-5988  
E-Mail: [ann.sells@vita.virginia.gov](mailto:ann.sells@vita.virginia.gov)  
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.oas.virginia.gov>

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-020409-DELL  
CONTRACT CHANGE LOG

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MICROSOFT ACADEMIC SELECT V5.1 ENROLLMENT AGREEMENT

MICROSOFT STATE AND LOCAL GOVERNMENT SELECT OUTSOURCER V5.1 ENROLLMENT AGREEMENT

DELL MARKETING L.P. CONTRACT #VA-020409-DELL

### MICROSOFT LICENSING UPDATE

- BackOffice CAL (Client Access License): To obtain BackOffice CAL, a new Enterprise Enrollment Agreement must be signed and submitted to Dell Marketing by June 17<sup>th</sup> in order to meet Microsoft's deadline of June 30, 2002 . After this time, Microsoft Core Client Access License (Windows CAL, Exchange CAL, SharePoint CAL and SMS CAL) will be available.

- Upgrade Advantage (for non-current licenses) – available to purchase only through 7/31/02
- Stand-alone Software Assurance (for current licenses) available to purchase as stand-alone only through 7/31/02, thereafter, Software Assurance is only available for purchase with new user licenses (bundled)
- August 1, 2002 license options will be:
  - Brand new user license (L)
  - Brand new user license bundled with Software Assurance (LSA)
  - Windows desktop OS upgrade licenses (UPG)
  - Windows desktop OS upgrade licenses bundled with Software Assurance (USA)

## CONTRACTOR DATA SHEET

### STATE AND LOCAL

### GOVERNMENT AND ENTERPRISE

#### CONTRACTOR

NAME: Dell Marketing L.P.  
ADDRESS: One Dell Way  
CITY, STATE, ZIP: Round Rock, Texas 78682

#### CONTRACTORS CONTRACT ADMINISTRATOR

NAME: Melinda Galindo  
TITLE: Microsoft Select Contract Administrator  
FIRM NAME: Dell Marketing L.P.  
ADDRESS: One Dell Way  
RR2C, Box 8109  
CITY, STATE, ZIP: Round Rock, TX 78682  
PHONE: (800) 981-3355 x45681  
FAX: (512) 283 - 9287  
EMAIL: melinda\_galindo@dell.com

#### SALES INFORMATION

#### GOVERNMENT - STATE AND LOCAL

(Quotes/Ordering)

CONTACT: Tanya Davis  
PHONE: (800) 981-3355 x88021  
FAX: (800) 433-9527  
EMAIL: tanya\_davis@dell.com

#### MAIL OR FAX GOVERNMENT ORDERS TO:

DELL MARKETING L.P.  
Attn: Tanya Davis  
MS Select Sales  
P. O. Box 149254  
Austin, TX 78714-9254  
FAX: (800) 433-9257

**SALES INFORMATION****ENTERPRISE – STATE AND LOCAL**

(Quotes/Ordering)

CONTACT: Fritz Mulkey  
PHONE: (800) 981-3355 x34848  
FAX: (512) 283-9287  
EMAIL: fritzi\_mulkey@dell.com

**MAIL OR FAX ENTERPRISE ORDERS TO:**

DELL MARKETING L.P.  
Attn: Fritz Mulkey  
One Dell Way, Box 8109  
Round Rock, TX 78682

**TO ACCESS DELL'S WEBSITE (to obtain product and pricing information)**

<http://www.dell.com>

- Select "PUBLIC/State and Local Government"
- Select "PURCHASING TOOLS/Select a State"
- Select "Virginia"
- Select "PURCHASING TOOLS/MS Select Contract for Virginia"
- Select "CUSTOM LINKS"
- Select either:
  - 1) Old Contract or New Contract Pricing: Gov MS Select License and Docs & Disks Price List [Dell's discounted pricing, (ERP – 17.7%)]
  - 2) Old Contract or New Contract Pricing: Academic Select License and Docs and Disks Price List [Dell's discounted pricing (ERP – 17.7%)]
  - 3) Old Contract or New Contract Pricing: Government ERP (Estimated Retail Price - Microsoft's)
  - 4) Old Contract or New Contract Pricing: Academic ERP (Estimated Retail Price – Microsoft's)
  - 5) Old Contract or New Contract Pricing: Disks and Docs ERP (Estimated Retail Price – Microsoft's)

**MAIL PAYMENTS TO:**Standard check:

Dell USA LP  
Box 371964  
Pittsburg, PA 15250-7964

Overnight check:

Dell USA LP  
Mellon Financial Services  
Attn: 371964  
500 Ross St 154-0470  
Pittsburg, PA 15250

Wire Transfer/EFT:

Mellon client service center rom1300  
500 Ross St  
Pittsburg, PA 15262-0001  
Account# 032-7492  
ABA 043000261

## CONTRACTOR DATA SHEET

### STATE AND LOCAL

### K-12 ACADEMIC

#### CONTRACTORS CONTRACT ACADEMIC ADMINISTRATOR

NAME: Stan Parish  
TITLE: Microsoft Select Licensing Account Manager  
FIRM NAME: Dell Marketing L.P.  
ADDRESS: One Dell Way  
RR2C, Box 8109  
CITY, STATE, ZIP: Round Rock, TX 78682  
PHONE: (800) 274-3355 x81713  
FAX: (512) 283-9287  
EMAIL: stan\_parish@dell.com

#### **SALES INFORMATION: K-12 EDUCATION (Quotes/Ordering)**

CONTACT: Jason Warner  
PHONE: (888) 977-3355 x62098  
FAX: (888) 820-7454  
EMAIL: [jason\\_warner@dell.com](mailto:jason_warner@dell.com)

CONTACT: Jeff Wagner  
PHONE: (888) 977-3355 x68963  
FAX: (888) 820-7454  
EMAIL: [jeff\\_wagner@dell.com](mailto:jeff_wagner@dell.com)

#### FIELD ACCOUNT EXECUTIVE

CONTACT: Scott Willett  
PHONE: (757) 430-0565  
EMAIL: scott\_willett@dell.com

**MAIL OR FAX ORDERS TO:** Dell Marketing L.P.  
Attn: (Choose either Jason Warner or Jeff Wagner)  
K-12 Sales  
P.O. Box 149252  
Austin, TX 78714-9252

#### TO ACCESS DELL'S WEBSITE (to obtain product and pricing information)

<http://www.dell.com>

- Select "PUBLIC/State and Local Government"
- Select "PURCHASING TOOLS/Select a State"
- Select "Virginia"

- Select "PURCHASING TOOLS/MS Select Contract for Virginia
- Select "CUSTOM LINKS"
- Select either:
  - 6) Old Contract or New Contract Pricing: Gov MS Select License and Docs & Disks Price List [Dell's discounted pricing, (ERP – 17.7%)]
  - 7) Old Contract or New Contract Pricing: Academic Select License and Docs and Disks Price List [Dell's discounted pricing (ERP – 17.7%)]
  - 8) Old Contract or New Contract Pricing: Government ERP (Estimated Retail Price - Microsoft's)
  - 9) Old Contract or New Contract Pricing: Academic ERP (Estimated Retail Price – Microsoft's)
  - 10) Old Contract or New Contract Pricing: Disks and Docs ERP (Estimated Retail Price – Microsoft's)

## MAIL PAYMENTS TO:

### Standard check:

Dell USA LP  
Box 371964  
Pittsburg, PA 15250-7964

### Overnight check:

Dell USA LP  
Mellon Financial Services  
Attn: 371964  
500 Ross St 154-0470  
Pittsburg, PA 15250

### Wire Transfer/EFT:

Mellon Client Service Center Rom 1300  
500 Ross St  
Pittsburg, PA 15262-0001  
Account# 032-7492  
ABA 043000261



## CONTRACTOR DATA SHEET

### STATE AND LOCAL

### HIGHER EDUCATION

#### CONTRACTORS CONTRACT ADMINISTRATOR

NAME: Stan Parish  
TITLE: Microsoft Select Licensing Account Manager  
FIRM NAME: Dell Marketing L.P.  
ADDRESS: One Dell Way  
RR2C, Box 8109  
CITY, STATE, ZIP: Round Rock, TX 78682  
PHONE: (800)274-3355 x81713  
FAX: (512) 283-9287  
EMAIL: stan\_parish@dell.com

#### SALES INFORMATION

#### HIGHER EDUCATION (Quotes/Ordering)

NAME: David Barron  
PHONE: (800) 274-7799 x61150  
FAX: (800) 365-5329  
EMAIL: david\_barron@dell.com

NAME: Ryan Stephens  
PHONE: (800) 274-7799 x68236  
FAX: (800) 365-5329  
EMAIL: ryan\_stephens@dell.com

#### FIELD ACCOUNT EXECUTIVE

NAME: Champe Burnley  
PHONE: (804) 358-5801  
EMAIL: [champe\\_burnley@dell.com](mailto:champe_burnley@dell.com)

**MAIL OR FAX ORDERS TO:** Dell Marketing L.P.  
Attn: (Choose either David Barron or Ryan Stephens)  
Higher Education  
P.O. Box 149252  
Austin, TX 78714-9252

#### TO ACCESS DELL'S WEBSITE (to obtain product and pricing information)

<http://www.dell.com>

- Select "PUBLIC/State and Local Government"
- Select "PURCHASING TOOLS/Select a State"

- Select “Virginia”
- Select “PURCHASING TOOLS/MS Select Contract for Virginia
- Select “CUSTOM LINKS”
- Select either:
  - 11)Old Contract or New Contract Pricing: Gov MS Select License and Docs & Disks Price List [Dell’s discounted pricing, (ERP – 17.7%)]
  - 12)Old Contract or New Contract Pricing: Academic Select License and Docs and Disks Price List [Dell’s discounted pricing (ERP – 17.7%)]
  - 13)Old Contract or New Contract Pricing: Government ERP (Estimated Retail Price - Microsoft’s)
  - 14)Old Contract or New Contract Pricing: Academic ERP (Estimated Retail Price – Microsoft’s)
  - 15)Old Contract or New Contract Pricing: Disks and Docs ERP (Estimated Retail Price – Microsoft’s)

**MAIL PAYMENTS TO:**

Standard check:

Dell USA LP  
Box 371964  
Pittsburg, PA 15250-7964

Overnight check:

Dell USA LP  
Mellon Financial Services  
Attn: 371964  
500 Ross St 154-0470  
Pittsburg, PA 15250

Wire Transfer/EFT:

Mellon client service center rom1300  
500 Ross St  
Pittsburg, PA 15262-0001  
Account# 032-7492  
ABA 043000261

## 1. **BACKGROUND**

The Commonwealth of Virginia, through its Department of Information Technology, and MSLI, GP, a Microsoft affiliate, has successfully negotiated three separate customized Microsoft Select Agreements entitled:

- Microsoft State and Local Government Select v5.1, Microsoft Master Agreement # 01S56760, State Contract Number **VA-020409-MSG**
- Microsoft Academic Select v5.1, Microsoft Master Agreement #01S56764, State Contract Number **VA-020409-MSA**
- Microsoft State and Local v.6.0 Enterprise, Microsoft Master Agreement # 01E60387, State Contract Number **VA-020409-MSE**

Entities wishing to purchase Microsoft Products and participate in the referenced Microsoft Agreements must review the terms and conditions of the specific Agreement(s) prior to enrolling and placing an order.

## 2. **CONTRACT OVERVIEW**

Microsoft Select is a simple, volume software licensing program designed to help reduce your total cost of software ownership while making it easier to acquire licenses for Microsoft products on an ongoing basis. The Select software products are pooled into three groups: Applications, Systems, and Servers. Select software product licenses may be acquired from any product pool. Licenses and media (CDs and documentation kits) may be purchased from the Large Account Reseller (LAR), Dell Marketing L.P.

In addition to this contract overview, the above referenced Microsoft Select Agreements and associated documents (enrollments forms, Product List and Product Use Rights) should be downloaded, printed and thoroughly reviewed prior to enrolling for eligibility to use this contract. State agencies, institutions and other public bodies are responsible to adhere to all contract provisions.

## 3. **CONTRACTOR**

Dell Marketing L.P. is the Large Account Reseller (LAR) for all Microsoft products purchased under this contract.

Dell Marketing L.P.  
One Dell Way  
Round Rock, Texas 78682

## 4. **CONTRACT ENROLLMENT**

Each entity that chooses to participate in the Select program must complete and submit the appropriate Select Enrollment Agreement form (Microsoft State and Local **Government** Select, **Academic** Select and/or **Enterprise**-State and Local) to the appropriate Dell Marketing L.P. Contract Administrator (Melinda Galindo for Government or Enterprise OR Stan Parish for Academic) prior to placement of any order. **Two** original Enrollment forms (Dell will sign the reseller/last page)

must be completed with original signatures (no copies) and mailed (or over night via express delivery service for quickest processing) to the following address:

**Dell Marketing L.P.**  
**Attn: (Either Melinda Galindo -Government and EA or**  
**Stan Parish - Academic)**  
**One Dell Way, Box 8109**  
**Round Rock, TX 78682**

NOTE: There are two types of Enrollment Agreement forms for the Microsoft State and Local **Government** Select Agreement.

- 1) Entities that expect to acquire licenses equivalent to at least 500 points during the term of the enrollment will complete the Microsoft State and Local Government Select Enrollment (1 of 5 pages). Point values are assigned to all Select software products by Microsoft. Point values differ between products, so the point values will not always equal the number of licenses you acquire. Refer to Dell's Select price list to view associated point value with s/w license product. For those entities completing this Enrollment form, once Microsoft approves the Enrollment and assigns a unique Enrollment Number, the entity will receive, a one-time complimentary CD-ROM welcome kit, as well as periodic additional CD-ROM subscriptions, until the Master contract expires. Entities may duplicate these CDs for distribution to their users. They may also be placed on a server to download to the appropriate PCs within the organization.
- 2) Entities that do not expect to acquire licenses equivalent to 500 points during the term of the enrollment will complete the Amended Microsoft State And Local Government Select Enrollment (1 of 3 pages). Entities completing this Enrollment form will not receive free CD ROMs. If CD kits and updates are required, they may be ordered through Dell Marketing L.P. for a fee. Contact the appropriate Dell Marketing L.P. Representative for associated cost.

Upon Microsoft's acceptance of the Enrollment, the "Enrolled Customer" will receive a letter, by fax or email, confirming the enrollment and the unique Enrollment Number. The unique Enrollment Number must be placed on all contract purchase orders and other related correspondence issued to Dell Marketing L.P.

## **5. SELECT LEVEL/PERCENTAGE OF DISCOUNT**

The Commonwealth has obtained a Level “D” Discount off of Microsoft’s Estimated Retail Price (ERP) Lists for the Microsoft State And Local Government Select and Enterprise Agreements. The Commonwealth has obtained a Level “A” Discount (EducA) for the Microsoft Academic Select Agreement. Contract prices are determined by applying the contracted percentage discount of **17.7%** to the specified Microsoft ERP List for all products (systems, servers, applications and media). The percentage of discount is applied to the ERP list price as shown on Dell’s website at the time of order placement.

## **6. PRICE QUOTES**

Pricing is available from the appropriate Dell Select Sales Representatives or pricing may be obtained online ([www.Dell.com](http://www.Dell.com), see Contractor Data Sheet for instructions to access Select pricing). Price quotes may be obtained by telephone, fax or email. Dell will provide written and/or oral contract quotations which include at a minimum:

- Product Number
- Product Name
- Quantity
- ERP
- Discount Price

## **7. “ORDER” PLACEMENT**

License and media orders are placed through Dell Marketing L.P. “Orders” may be placed for Microsoft Select products by one of the following methods:

- Purchase Order
- Charge Card (must not exceed \$5,000 and all required information must be provided )
- Delivery Order
- Orders processed through eVA

All Purchase Orders, Charge Card, Delivery Orders and eVA Orders **must** include the following information:

- The contract number (VA-020409-Dell)
- The Contractor’s Federal Employer Identification (FEI) number (74-2616805)
- The Commonwealth’s Master License Agreement Number

1) Microsoft State And Local Government Select Agreement **#01S56760**

2) Microsoft Academic Select Agreement **#01S56764**

3) Microsoft Enterprise Agreement – State and Local **#01E60387**

- The assigned unique Enrollment Number
- The Purchasing Contact Name and Telephone Number
- The Microsoft Product Number and Description
- The Quantity Ordered
- The Contract (discounted) Unit Price
- The Extended Line Item Amount
- The Purchase Order Total Amount

Any "Orders" not referencing the above information will be returned to the user.

By virtue of your Select Enrollment Agreement, you have a temporary license to copy and use Microsoft software programs pending issuance of your Order and receipt of a Microsoft License Confirmation. All Orders for software licenses must be submitted to Dell at the end of each calendar month in which the software is first used.

#### **8. DELIVERY/F.O.B.**

After receipt of "Order" by Dell Marketing L.P., delivery of all requested Contract items shall be made within seven (7) calendar days. All items shall be F.O.B. destination and delivered to any point within the Commonwealth of Virginia. The Contract price shall include all applicable freight, handling and inside delivery charges. No extra charges are allowed.

#### **9. DELL MARKETING WEBSITE ADDRESS**

<http://www.dell.com>

Users may independently access Dell's website to obtain product information (refer to Contractor Data Sheet for access instructions) to include at a minimum: product number, product name, ERP, percentage of discount, discount price, and quantity. Pricing information maintained on the Dell Internet website shall include the applicable Microsoft ERP and the discounted price with appropriate headers to discern the ERP and the discount pricing.

#### **10. MICROSOFT ERP LIST**

Dell will provide updated, Microsoft ERP Lists (Level D) on their web page on or before the first day of the month following its release by Microsoft. The updated price list shall not be implemented by Dell until it is published on their web page for the Commonwealth and is in effect at the time the order is placed.

#### **11. SELECT PRODUCT KEY**

Users with a valid Select Enrollment may obtain their Select Product Key (SPK) codes by contacting their License Agreement Administrator (Melinda Galindo or Stan Parish) or System Administrator. If they do not have the Select Product Key, contact the Microsoft Customer Service Center at (888) 352-7140. Select Product Keys will not be issued without a valid Select Enrollment Agreement number.

Products that need Select Product Keys are:

- Office 2000, Stand-alone products and suites
- Office XP Suites & 2002 Stand-alone products
- Vision 2002
- Windows XP Pro

## **12. LICENSE CONFIRMATIONS**

Microsoft will provide license confirmations to the designated contact indicated on the entity's Select Enrollment Agreement. The license confirmation will provide the enrolling entity with a monthly overview of their ordering activity. The license confirmation acts as the Enrolling Entity's primary proof of purchase for all licenses acquired within the specified time period. License confirmations are provided approximately every thirty (30) days and will be one (1) month in arrears. An entity's invoice will serve as proof of purchase until the confirmation arrives.

## **13. ORDER CONFIRMATION REPORTS**

Dell shall generate and issue an electronic and paper copy "Order Confirmation Report" for each software product ordered by an entity. The report shall be issued for purchases, including those orders that may be aggregated on a single "Order" document and provided to the entity within fifteen (15) days after request. The report should include at a minimum:

- The name of ordering entity
- Entity's "Order" number
- Dell's purchase order number as provided to Microsoft
- Microsoft Master Agreement number
- Entity's Enrollment number
- Microsoft product number and quantity ordered
- Microsoft product description (s/w language and/or version number)
- Term of coverage for Microsoft Upgrade Advantage (UA) or Software Assurance (SA)

#### **14. RECONCILIATION OF ORDERS**

Dell Marketing L.P. shall provide assistance to entities with the reconciliation of actual processed orders which correspond with the Microsoft License Confirmation List. Assistance shall be provided within 15 days after receipt of the Microsoft License Confirmation List. Dell shall additionally provide a Reconciliation Report, upon an entities' request. The Reconciliation Report includes the entity's "Order" number that corresponds to the confirmed licenses.

#### **15. MAKING COPIES OF SOFTWARE**

Each enrolled entity may make as many copies of the products licensed under its enrollment as necessary to distribute the products to its users. All copies must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source acquired from or made available by a Microsoft approved fulfillment source.

Each enrolled entity may also have a third party make and distribute or pre-install copies on computer hardware in its place, but the enrolled entity is responsible for third party actions to the same extent it would be if the third party were its employee.

In addition, each enrolled entity has the right to 1) run up to 20 copies of any product in a dedicated training facility on its premises; 2) run up to 10 copies of any product for a 60-day evaluation period; and 3) make and retain one copy of any licensed product for back-up or archival purposes for each of its distinct geographic locations.

#### **16. WARRANTY**

Dell Marketing L.P. does not provide a warranty, however, Microsoft warrants each version of a software product for 90 days from the date an entity first runs a copy of the software version. Each version of a software product is warranted to perform substantially in accordance with Microsoft's documentation. If an entity notifies Microsoft through Dell that a product does not meet this warranty, Microsoft may either 1) return the price paid for the product or 2) repair or replace the product.

#### **17. AUDIT**

Each enrolled entity is responsible to adhere to all provisions of the Microsoft Master Agreements which includes "Verifying Compliance."

The Microsoft Master Software License Agreements provide Microsoft with the right to verify software compliance issues such as software reproduction, distribution and use of Select Software Products. In order to conform to the requirements of the Master Agreements audit provision, entities should keep the following complete and accurate records:



- Master Media Utilization Log: Assign the specific responsibility for safekeeping of the all Microsoft Select Media and updates. The individual that is assigned this responsibility should maintain a complete a written record of the utilization of the Select media. The written record should include a cross reference to the internal “Order” number to the Microsoft License Confirmation Number.
- Microsoft License Confirmations: Microsoft License Confirmations should be maintained in a centralized file. All backup license reconciliation documentation (order copies, Dell order confirmations, etc.) should be filed with the Microsoft License Confirmation.

## **18. CREDITS**

Any credits due the Commonwealth under the terms of this Contract may be applied against Contractor’s invoices with appropriate information attached.

## **19. SPECIAL OR EDUCATIONAL DISCOUNT**

- a. During the Contract period if Microsoft or Dell Marketing L.P. offers promotional discounts as a general practice or offers educational discounts to schools and institutions of higher education for items available under this Contract with the result that those prices are lower than the prices available under this Contract, then the promotional discounts shall be made available to all “Authorized Users” under this Contract, or in the case of educational discount, they shall be made available to schools and institutions of higher education eligible to place “Orders” against this Contract.
- b. The effective date for price changes/discounts will be the date on or before the first of the month following receipt of the ERP list or the promotional offer.
- c. If the Contractor does not sell to “Authorized Users” eligible to place “Orders” against this state Contract at the lower prices/discounts required by subsection a. above, it shall owe a rebate to each affected purchaser which is equal to the amount of the overcharge. Said rebate shall be made within 30 days after the Contractor becomes aware of the overcharge or within 30 days after the “Authorized User” requests the rebate, whichever comes first.

**CONTRACT NO. VA-020409-DELL**

## **MICROSOFT STATE AND LOCAL SELECT GOVERNMENT V5.1 ENROLLMENT AGREEMENT**

Entities must complete **two (2) original** Microsoft State and Local Government enrollment Agreement forms prior to using the referenced State Contract. The Enrollment Agreement should be sent to the following address (overnight via express delivery service for fastest processing time):

**DELL MARKETING L.P.  
ATTN: MELINDA GALINDO  
RR2C, BOX 8109  
ROUND ROCK, TX 78682**

**FAXED FORMS WILL NOT BE PROCESSED**

After Microsoft processes the enrollment form, in approximately one week, a Letter of Acceptance will be provided by Microsoft to the entity via fax or email. This letter will confirm your agency enrollment in the Select program and will contain your unique Enrollment Number. No "Orders" may be placed with Dell until an entity has received their Enrollment Number. The Enrollment Number must be provided on every "Order" submitted to Dell.

"Orders" are due at the end of each month to Dell Marketing for any software deployed during the month. Dell will invoice the entity accordingly. The Dell invoice will serve as proof of purchase for licenses; the License Confirmations are sent directly by Microsoft to the entity contact as confirmation of your license purchases from Dell Marketing L.P. These records should be permanently maintained and safeguarded.

**CONTRACT NO. VA-020409-DELL**

**MICROSOFT STATE AND LOCAL SELECT GOVERNMENT  
V5.1 ENROLLMENT AGREEMENT**

**IF YOU DO NOT EXPECT TO ACQUIRE LICENSES TO EQUAL 500  
POINTS**

Entities must complete **two (2) original** Microsoft State and Local Government enrollment Agreement forms prior to using the referenced State Contract. The Enrollment Agreement should be sent to the following address (overnight via express delivery service for fastest processing time):

**DELL MARKETING L.P.  
ATTN: MELINDA GALINDO  
RR2C, BOX 8109  
ROUND ROCK, TX 78682**

**FAXED FORMS WILL NOT BE PROCESSED**

After Microsoft processes the enrollment form, in approximately one week, a Letter of Acceptance will be provided by Microsoft to the entity via fax or email. This letter will confirm your agency enrollment in the Select program and will contain your unique Enrollment Number. No "Orders" may be placed with Dell until an entity has received their Enrollment Number. The Enrollment Number must be provided on every "Order" submitted to Dell.

“Orders” are due at the end of each month to Dell Marketing for any software deployed during the month. Dell will invoice the entity accordingly. The Dell invoice will serve as proof of purchase for licenses; the License Confirmations are sent directly by Microsoft to the entity contact as confirmation of your license purchases from Dell Marketing L.P. These records should be permanently maintained and safeguarded.

**CONTRACT NO. VA-020409-DELL**

**MICROSOFT ENTERPRISE  
STATE AND LOCAL V6.0 ENROLLMENT AGREEMENT**

**OPEN ENROLLMENT PERIOD  
MAY 1, 2002 THROUGH MARCH 31, 2003**

A minimum of 250 qualified desktops is required to participate and enroll in the Microsoft Enterprise Agreement. The Commonwealth has obtained a **Level “D”** discount off Microsoft’s Estimated Retail Price (ERP) List during the Open Enrollment Period. For those Entities that sign a Platform Enrollment (Windows, Office, CAL) during the Open Enrollment, an additional 15% discount off Microsoft’s ERP List is permitted. After the Enrollment Period, the aggregate of desktops per Product Pool will determine the discount Level of years 2 and 3.

Entities that wish to participate in the Microsoft Enterprise Agreement must complete **two (2) original** Microsoft Enterprise - State and Local Government Enrollment Agreement forms and an **original** corresponding “Order”. The Enrollment forms and the “Order” should be sent to the address indicated below. The Enrollment Agreements may be sent overnight (via express delivery service) for fastest processing time.

**DELL MARKETING L.P.  
ATTN: FRITZI MULKEY  
ONE DELL WAY  
BOX 8109  
ROUND ROCK, TX 78682**

**The Dell Contact information for quotes/questions pertaining to the Enterprise Agreement are directed to:**

**Fritzi Mulke  
PH: # (800) 981-3355 x34848  
FAX: # (512) 283-9287  
EMAIL: fritzi\_mulkey@dell.com**

**FAXED FORMS WILL NOT BE PROCESSED**

After Microsoft processes the enrollment form, a Letter of Acceptance will be provided by Microsoft to the entity via fax or email. This letter will confirm your agency enrollment in the Select program and will contain your Enrollment Number.

Dell will invoice the entity accordingly. Entering into an enrollment under the Enterprise Agreement establishes a payment obligation for Enterprise products and additional products ordered pursuant to the initial purchase order; the ordering Entity is obligated to make all installments for such products according to the applicable installment payment schedule, subject to the appropriation of funds for such installments.

The Dell invoice(s) will serve as proof of installment payment purchases for licenses; the License Confirmations are sent directly by Microsoft to the entity contact as confirmation of your license purchases from Dell Marketing L.P. at the end of the three (3) year term. These records should be permanently maintained and safeguarded.

1. **MICROSOFT ENTERPRISE AGREEMENT – STATE AND LOCAL:** The Microsoft Enterprise Agreement number is VA-020409-MSE. It may be viewed at the DIT/ASD website: <http://asd.state.va.us>

It is the responsibility of every entity that desires to participate in the Microsoft Select Agreements (Government, Academic and/or Enterprise) to carefully review the terms and conditions that govern the use of all Microsoft Products prior to completing an Enrollment Agreement.

2. **ADDITIONAL SELECT SOFTWARE PRODUCTS:** To order additional Select Software products other than the Enterprise products, they may now be ordered under the Enterprise Agreement at the same price as Select Government, however, the software products must be submitted on the initial “Order” at the same time as the enrollment Agreement form. The additional products price will be established at the time of enrollment for the remaining payment installments for the three-year period. Additional products may be ordered after the initial Enterprise Enrollment Agreement and “Order are submitted, however, those products will be priced at the then current ERP pricing.

3. **MICROSOFT LEVEL DISCOUNT:** Should the Commonwealth not reach a total enrollment amount of 15,000 desktops in each Product Pool (Applications, Systems and Servers) by March 31, 2003, the Level “D” discount will not be retained in the associated Product Pool and the Commonwealth will be re-leveled to the appropriate discount level (A, B, C) for the specific Product Pool(s) making the second and third year installment payments reflective of the appropriate discount level.

**Example:** Given the Level D discount, the ERP cost per desktop is  
 $\$326.00 \times 17.7\% = \$268.30$  per desktop.  $250 \text{ desktops} \times 268.30 =$   
 $\$67,075$ , the first year installment payment.

If the enrollment is a Platform Enrollment (Office, Windows and CAL) and is signed during the Open Enrollment period, an additional 15% discount may be taken.  $\$326 \times 15\% = 277.10 \times 17.7\% = \$228.05 \times 250 =$   
 $\$57,012.50$

After the first eleven months, if the Commonwealth achieves less than 15,000 enrolled desktops per Product Pool, Microsoft will re-leveled to the appropriate discount Level (A, B, C or D) for the specific Product Pool(s). If the

Commonwealth was hypothetically releveled to a level C discount for all Product Pools and the per desktop cost hypothetically was \$340.00, the following example reflects how installment payments for years 2 and 3 will be determined.

Example: Given the Level C discount, the ERP cost per desktop is  $\$340.00 \times 17.7\% = \$279.82 \times 250 \text{ desktops} = 69,955.00$ . If year one was paid at the level D discount ( $\$277.10 \times 250 = \$69,275.00$ ), then the difference between Level D discount and Level C would equal  $(\$69,955 - \$69,275) \$680 \times 3 \text{ yrs} = \$2,040 / 2 \text{ remaining yrs} = \$1,020$ . Then \$1,020 would be added to years two (2) and three (3) for a total installment payment  $(\$69,275 + \$1,020)$  equal to \$70,295 to be paid for years 2 and 3.

4. **NEW ENROLLMENTS:** For New Enterprise Enrollments signed during the Open Enrollment period, in addition to Dell's 17.7% discount off Microsoft's Level D ERP List, the Commonwealth may take an additional 15% discount if such enrollment is a "Platform Enrollment" which consists of all desktops enrolled for all three Microsoft Programs (Office, Windows and CAL).
5. **RENEWAL ENROLLMENTS:** For Enterprise Renewal Enrollments and in addition to Dell's 17.7% discount off Microsoft's Level D ERP List, the Commonwealth will receive an additional 5% discount if such enrollment is a "Platform Enrollment" (Office, Windows and CAL).
6. **OPEN ENROLLMENT:** There will be one (1) open enrollment period for the Enterprise Agreement, May 1, 2002 through March 31, 2003. The pre-deadline volume level achieved at the end of the first eleven (11) months will determine the price level discount for each Product Pool (Applications, Systems, Servers) for which the Commonwealth has qualified for the entire three-year term of the Agreement. The Commonwealth will begin the Enterprise Agreement with a **Level "D"** discount from Microsoft's Estimated Retail Price (ERP) List. The Commonwealth will continue to be at the Level D discount throughout the term of the Agreement if an aggregated total of 15,000 qualified desktops are enrolled in each Product Pool by the pre-deadline date (March 31, 2003).
7. **PRE-DEADLINE VOLUME LEVEL:** The Pre-Deadline period is defined as the open Enrollment period between May 1, 2002 through March 31, 2003. The Commonwealth has achieved a Level D Discount for the first year of the Enterprise Agreement.
8. **POST-DEADLINE VOLUME LEVEL:** After March 31, 2003, the total number of desktops enrolled in each Product Family (Applications, Systems and Servers) will be aggregated in total to determine the appropriate Level of Discount (A, B, C or D) for the Commonwealth for the remaining second and third years of the Enterprise Agreement.
9. **ENTERPRISE/ENROLLMENT TERM:** The Enterprise Agreement (EA) is a 36 month Agreement and regardless of when the Enterprise Agreement expires, each Enterprise Enrollment will have a term of 36 full calendar months from the date the enrollment was signed by an entity.

10. **ANNIVERSARY DATE:** The Enrollment begins on the date the Enrollment is signed and submitted to Dell. The “Annual Payment” is submitted at the same time the Enrollment is submitted. The “Anniversary Date” is the date that the Enrollment was signed. Subsequent “Annual” and “True-Up” Payments are submitted to Dell on the entity’s “Anniversary Date.”

**CONTRACT NO. VA-020409-DELL**

**MICROSOFT ACADEMIC SELECT  
V5.1 ENROLLMENT AGREEMENT**

The Commonwealth has achieved a Level “A” Discount (EducA) for all Product Pools for the Microsoft Academic Select Agreement. Entities must complete **two (2) original** Microsoft Academic Select Enrollment Agreement forms prior to using the referenced State Contract. The Enrollment Agreement should be sent to the following address (overnight via express delivery service for fastest processing time):

**DELL MARKETING L.P.  
ATTN: STAN PARISH  
RR2C, BOX 8109  
ROUND ROCK, TX 78682**

**FAXED FORMS WILL NOT BE PROCESSED**

After Microsoft processes the enrollment form, in approximately one week, a Letter of Acceptance will be provided by Microsoft to the entity via fax or email. This letter will confirm your agency enrollment in the Select program and will contain your unique Enrollment Number. No “Orders” may be placed with Dell until an entity has received their Enrollment Number. The Enrollment Number must be provided on every “Order” submitted to Dell.

“Orders” are due at the end of each month to Dell Marketing for any software deployed during the month. Dell will invoice the entity accordingly. The Dell invoice will serve as proof of purchase for licenses; the License Confirmations are sent directly by Microsoft to the entity contact as confirmation of your license purchases from Dell Marketing L.P. These records should be permanently maintained and safeguarded.

**MICROSOFT STATE AND LOCAL GOVERNMENT  
SELECT OUTSOURCER ENROLLMENT**

An “Outsourcer” is an entity which is party to an Outsourcer Enrollment under the Microsoft State and Local Government Select Agreement, such party may be engaged by an Entity to make and distribute or pre-install copies on computer hardware in its place.

Any Entity wishing to “Outsource” the acquisition management of Microsoft Products under the Dell Marketing L.P. Agreement must have the “Outsourcer” complete **two (2) original** Microsoft State and Local Government enrollment Agreement forms prior to using the referenced State Contract. The Enrollment Agreement should be sent to the following address (overnight via express delivery service for fastest processing time):

**DELL MARKETING L.P.  
ATTN: MELINDA GALINDO  
RR2C, BOX 8109  
ROUND ROCK, TX 78682**

**FAXED FORMS WILL NOT BE PROCESSED**

“Outsourcers” are responsible for compliance with the terms and conditions of the Microsoft State and Local Government Select Agreement (VA-020409-MSG) and the compliance of the enrolled Entity’s respective sublicenses.

After Microsoft processes the enrollment form, in approximately one week, a Letter of Acceptance will be provided by Microsoft to the “Outsourcer” via fax or email. This letter will confirm the “Outsourcer” Enrollment in the Select program and will contain the unique Enrollment Number. No “Orders” may be placed with Dell until an “Outsourcer” has received their Enrollment Number.

All “Orders” must include the following information to be processed:

- Outsourcer Enrollment Number
- Microsoft Master Agreement number (#01S56760)
- Contractor’s (Dell Marketing) Federal Employer Identification number (74-2616805)
- State Contract number (VA-020409-MSG)
- Purchasing Contact Name and Telephone Number
- The Microsoft Product Number and Description
- The Quantity Ordered
- The Contract (discounted) Unit Price
- The Extended Line Item Amount
- The Order Total Amount